

**CONTRACT FOR SPECIAL SERVICES BY  
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this 7<sup>th</sup> day of August, 2012, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and **JoAnn Head Land Surveying** an independent contractor (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, the County of San Luis Obispo has need for **Professional Land Surveying services to perpetuate the subdivision boundaries and survey monuments within the community of Oceano, herein after referred to as the "project";** and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:

The project will consist of a boundary survey performed by the CONTRACTOR within the community of Oceano to include portions of the Town of Oceano per the maps filed in Book A of Maps at Page 147 and Page 148 (A/MB/147&148) and other adjacent pre-1929 subdivisions including: Wheeler's Addition to the Town of Oceano, B/MB/48 (1901); Warner's Addition to the Town of Oceano, B/MB/49 (1900); Subdivisions of Property of E. L. Warner, B/MB/50 (1900); and Map No. 2 of Warner's Addition to Oceano, B/MB/51 (1900), all on file in the office of the San Luis Obispo County Recorder. Those areas within the boundaries of Oceano Beach Subdivisions #1, #2 and #3 per maps A/MB/149, 150 and 151; La Grande Beach Tract A/MB/08; and Halcyon Beach Tract B/MB/40 are all excluded from the project. The project area of work is shown on the attached **Exhibit 1**. The work will include the search, recovery and rehabilitation of survey monuments; boundary determination and monumentation; monument replacement; and preparation and filing of a Record of Survey in compliance with California Business and Professions Code Section 8762 et seq.

The monuments to be set shall be durable and shall consist of 1" (I.D.) galvanized iron pipe, a minimum of 30 inches in length affixed with a brass tag, aluminum or plastic cap, or approved equivalent, imprinted with the **Contractor's** Professional Land Surveyor's License number. This contract will not require the **Contractor** to install street monument wells.

Any existing found control monuments that are easily disturbed, temporary in nature or difficult to identify will be re-monumented by the **Contractor**. These points include wooden posts and stakes, iron pins and pipes, or stones.

Survey monuments located during this survey that have been set by previous surveys will be tied into the survey according to standards of practice.

The **Contractor** will be responsible for obtaining any necessary right of way encroachment permit(s) from CalTrans for any work within the state highway right of way.



An on-the-ground search shall be made for monuments of record including probable locations of original monuments. Excavation by hand tools or power hand tools may be necessary in order to thoroughly search for original subdivision monuments below the existing ground or road surface. Digital photographs of any and all found monuments or accessories associated with the original subdivision maps shall be provided to the County Surveyor by the **Contractor** for historical archive purposes in TIF or JPEG format.

The positions of street intersections and exterior boundaries once established shall be monumented by the **Contractor**.

The **Contractor** shall prepare and submit a Record of Survey map covering the entire project area of work. The map shall conform to the requirements of the Professional Land Surveyors Act and accepted surveying practices. The map shall be submitted to the County Surveyor for checking and filing in the normal manner. Map checking and recording fees will be paid by the County. All coordinates (N, E) of controlling monuments and boundary corners shall be shown on the record of survey referenced to CCS83 Zone 5 HPGN (2007), U.S. Survey feet.

Field notes shall be recorded by writing in a standard field book and or by electronic data collector. The method used shall provide a complete and accurate record of all field work. All recordings whether written or electronic, shall be made neatly and logically to insure legibility. The **Contractor** shall provide a complete copy of all field notes to the County Surveyor at the completion of the project. All controlling corner positions and monument locations as a result of the survey shall be reported in CCS83 Zone 5 HPGN (2007), U.S. Survey feet coordinates and shall be electronically stored and submitted to the County Surveyor on computer disk in a format compatible with CAD or GIS applications.

The final survey, after having been checked and approved by the County Surveyor shall be provided to the County in AutoCAD dwg format.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$ **63,000** within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a **MONTHLY** basis, a detailed statement of services performed during that preceding period, **including sub-totals for the number of hours of work performed and fees for each of the following tasks; Research, Field Search and Survey, Boundary Calculation and Adjustment; Record of Survey Map, Furnish and Install Monuments.**

4. **Term of Contract.** This Contract shall commence on August 7, 2012, and shall terminate on February 7, 2013, unless said work is completed on a date prior thereto or unless



terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party 30 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.



**10. Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**11. Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**12. Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

**13. Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

**14. Indemnification**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, reasonable attorney fees, or other losses that may be asserted by any person or entity, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor and/or its agents, employees or subconsultants. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County, its officers and employees.

**15. Insurance**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement



and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**  
Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:  
\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations; and,  
\$1,000,000 general aggregate.  
The general aggregate limits shall apply separately to Contractor's work under this Agreement.
- b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**  
Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.
- c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**  
This policy shall include at least the following coverages and policy limits:
  1. Workers' Compensation insurance as required by the laws of the State of California; and
  2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.
- d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**  
This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its



officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Antonio Mora  
San Luis Obispo County Department of Public Works  
Room 207, County Government Center  
San Luis Obispo, CA 93408



**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

San Luis Obispo County Public Works Department  
Attn: Doug Rion  
County Government Center Room 207  
San Luis Obispo, CA. 93408

and to the Contractor:

JoAnn Head Land Surveying  
PO Box 887  
Santa Margarita, CA 93453

**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**21. Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**22. Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**23. Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.



IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By: [Signature]  
Deputy County Counsel

Date: 7/18/12

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

CONTRACTOR:

[Signature]

Title: Owner

Date: 7-19-12

State of California  
County of San Luis Obispo

On 7-19-12 before me, Lisa M. Irot  
personally appeared JoAnn Head  
personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me  
that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under  
the laws of the State of California that the  
foregoing paragraph is true and correct.

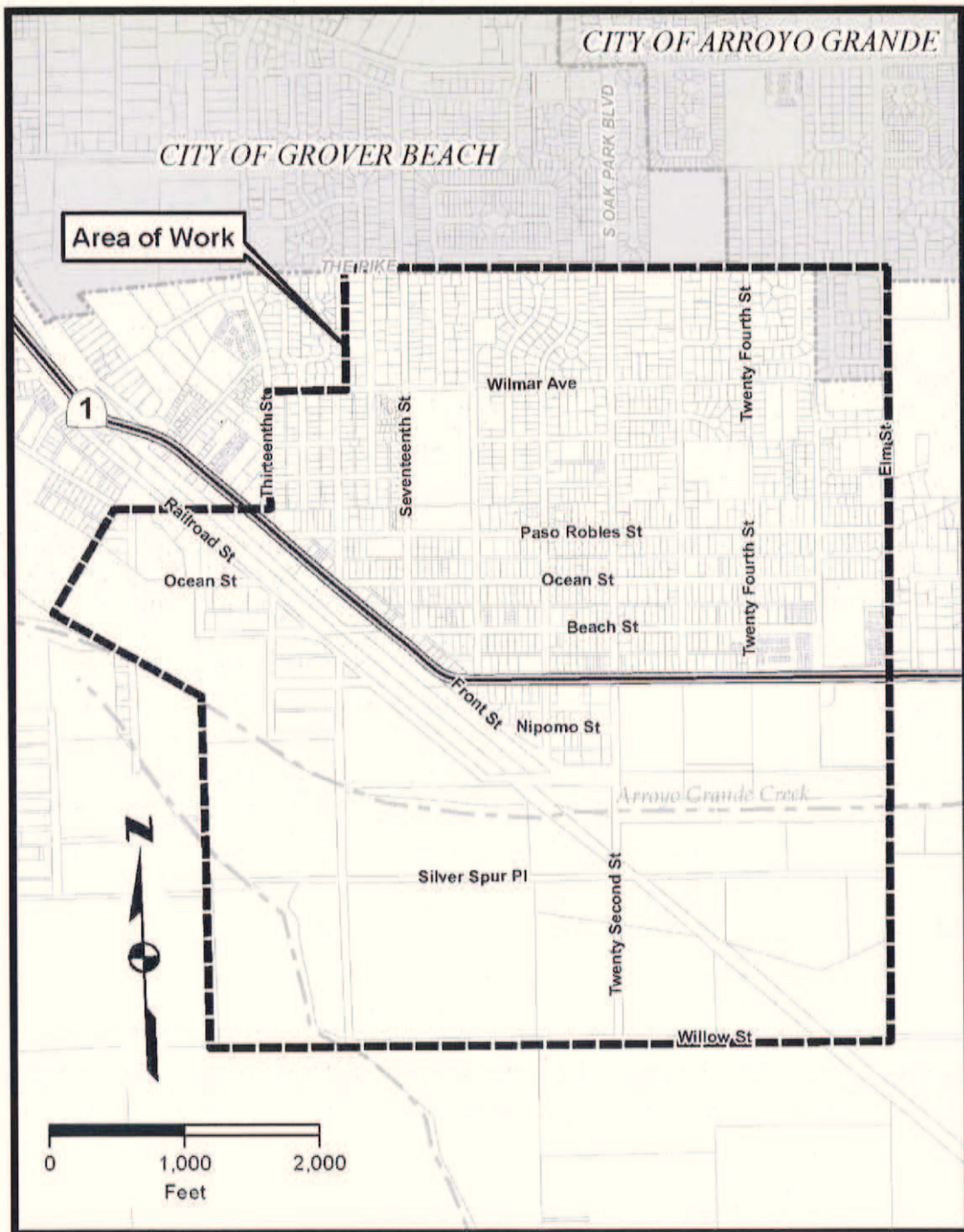
WITNESS my hand and official seal.

Signature [Signature] (Seal)

V:\County Surveyor\MONUMENT PRESERVATION\Oceano RFP  
2012\Oceano Contract.doc







**EXHIBIT 1**  
 Survey Monument Preservation Program  
 Community of OCEANO  
 San Luis Obispo County, CA.